Case4:07-cv-01016-PJH Document169 Filed12/04/12 Page1 of 31

1	LESLIE F. LEVY, State Bar # 104634		
2	SHARON R. VINICK, State Bar # 129914 LEVY VINICK BURRELL HYAMS, LLP		1
3	180 Grand Ave, Suite 1300 Oakland, CA 94612		ı
4	Tel: 510-318-7700		ı
5	Fax: 510-520-7701		Ì
6	Mary Shea Hagebols, State Bar # 113222 SHEA LAW OFFICES		·
7	1814 Franklin Street, Suite 800		
8	Oakland, CA 94612 Tel: 510-910-442		:
9 .	Fax: 415-520-9407 mary@shealaw.com		
10			
11	Attorneys for Plaintiffs		ĺ
12	DENNIS J. HERRERA, State Bar #139669 City Attorney	ž.	Ì
13	ELIZABETH SALVESON, State Bar #83788		i
14	Chief Labor Attorney JONATHAN ROLNICK, State Bar #151814		Ì
15	Deputy City Attorney Fox Plaza		Ì
16	1390 Market Street, 5th Floor		
17	San Francisco, California 94102-5408 Telephone: (415) 554-3845		Ì
18	Facsimile: (415) 554-4248		Ì
19	Attorneys for Defendant City and County of San Francisco		ı
20	City and County of San Francisco		ı
22	UNITED STATES	DISTRICT COURT	
23	NORTHERN DISTRI	CT OF CALIFORNIA	1
24	-Oak	land-	
25	JAMES WILSON, et al.,	Case No. C 07-1016 PJH	
26	Plaintiffs	AMENDED STIPULATION RE APPROVAL OF SETTLEMENT	
27	V.	AGREEMENT AND DISMISSAL WITH	
28		PREJUDICE [PROPOSED] ORDER THEREON	
	CITY AND COUNTY OF SAN	CEWEL EMENTS A CIDED MENTS AND SACRAGE	
	1	SETTLEMENT AGREEMENT AND DISMISSAL WITH UDICE RDER THEREON	
1	PROPOSITION	ALED IN A PER REPORT OF THE PARTY OF THE PAR	

[PROPOSED] ORDER THEREON - 1 -

FRANCISCO CALIFORNIA, A MUNICIPAL CORPORATION,

Before: Honorable Phyllis J. Hamilton

Defendant.

STIPULATION

The Plaintiffs and Defendant in the above-captioned action hereby stipulate as follows:

- 1. Plaintiffs are current and former employees of the City and County of San Francisco's Police Department ("the City"). Plaintiffs and the City are collectively referred to herein as the "Parties".
- 2. Representative Plaintiff and the FLSA Collective Class Members have agreed to settle their claims against CCSF in exchange for the lump sum of Ninety Thousand Dollars (\$90,000.00), inclusive of costs and expenses to this point. Attorneys' fees are being waived and absorbed by Plaintiffs' counsel.
- 3. Plaintiffs filed their Complaint on February 20, 2007. Subsequently, a First Amended Complaint ("FAC") was filed, alleging claims pursuant to Section 207 of the FLSA for uncompensated time spent working for the SFPD. The FAC alleges that CCSF violated the FLSA by, among other things, failing to pay certain former and current San Francisco police officers for time spent "donning" and "doffing" the prescribed police protective wear, which is required to be done before the officer's shift begins, and completing other pre-shift and post-shift activities that are an integral and indispensable part of their work as police officers and failing to provide proper meal periods and rest breaks. The FAC sought an award of backpay, penalties, liquidated damages, préjudgment interest, attorneys' fees and costs.
- 4. The named plaintiff James Wilson brought this case in a representative capacity on behalf of himself and other similarly situation. *See*, 29 U.S.C. § 216(b). Under

AMENDED STIPULATION RE FINAL APPROVAL OF SETTLEMENT AGREEMENT AND DISMISSAL WITH PREJUDICE $[PROPOSED] \ ORDER \ THEREON$

MENDED STIPULATION RE FINAL APPROVAL OF SETTLEMENT

Section 216(b) any one or more employees may bring an action on behalf of "himself or themselves and other employees similarly situated". That Section further provides that "no employee shall be a party plaintiff in any such action unless he gives his consent in writing to become such a party and such consent is filed in the court in which such action is brought".

29 U.S.C. § 216(b).

- 5. CCSF filed an Answer to the FAC and denied Plaintiffs' material allegations, maintaining that the Court should not certify the FLSA Collective Class Action proposed by Plaintiffs, and raising various affirmative defenses to Plaintiffs' claims.
- 6. On February 1, 2008, the Court conditionally certified an FLSA Collective Class consisting of all former and current sworn police officers, at or below the rank of sergeant, employment by Defendant CCSF from February 15, 2005 to present.
- 7. On February 26, 2008, the Court approved the FLSA Collective Class Notice and granted a 60-day opt-in period for eligible Plaintiffs.
- 8. Ultimately, one hundred ninety-three (194) officers opted into the Class as plaintiffs ("Settlement Class"). As described in paragraphs 14 through 16 below, 40 of the Plaintiffs who opted into the Class are not participating in the Settlement and their claims have been dismissed without prejudice.
- 9. In the four years since commencement of this action, the parties have thoroughly litigated this case, including: the review and analysis by Collective Class Counsel of myriad pages of documentation eventually produced in discovery, the depositions of seven (7) FLSA

Plaintiffs propounded requests for production of documents that resulted in the production of thousands of

documents by CCSF which Plaintiffs' counsel read and analyzed and which included personnel files for each class member and electronic files reflecting the hours worked by each class member during each shift in the class period.

collective action members and deposed six (6) individuals designated by CCSF as 30(b)(6) representatives.

- 10. The Parties have engaged in extensive negotiations in an attempt to resolve their differences, and throughout these negotiations all Parties were, and continue to be, represented by counsel experienced in litigation of FLSA claims.
- The Parties wish to avoid the uncertainty, expense and delay of litigation and have therefore, based upon their extensive negotiations, and agreed to a settlement of the Parties' dispute. The terms of the Parties' agreement are embodied in the Settlement Agreement and General Release of All Claims, ("Collectively referred to as the Settlement Agreement") which all Parties have executed. A copy of the Settlement Agreement is attached hereto as Exhibit 1 and incorporated herein. (Exhibit A to the Settlement Agreement which was not attached to the Settlement Agreement previously submitted to the Court is a list of all of the individuals who opted in the case' there are 194 individuals on this list).
- 12. Plaintiffs' potential recovery at trial, if any, remains unknown, but the Parties believe that the terms of the Settlement Agreement are consistent with and within the range of reasonable result that the Plaintiffs might expect to obtain after a trial;
- 13. Courts have determined that the provisions of the FLSA are mandatory and cannot generally be abridged by contract or otherwise waived. *Lynns Food Stores, Inc. v. United States*, 678 F. 2d 1350, 1352 (11th Cir. 1982). However, when employees bring a private action for compensation under the FLSA, and present the district court a proposed settlement, the district court may enter a judgment after scrutinizing the settlement for fairness, *Id. at* 1353;

- 14. By order dated September 7, 2011, the Court preliminarily approved the settlement. Therein, the Court ordered a further settlement conference for February 1, 2012 to address any issues raised by any Plaintiff who had not executed signed claim forms agreeing to the settlement. All Plaintiffs were provided with notice of that settlement conference. Following the settlement conference, on February 10, 2012, the Court issued an Order to Show Cause Re: Dismissal of Claims by Plaintiffs Who Fail to Submit Signed Claim Forms or Appear at Further Settlement Conference. The Court scheduled a further settlement conference for February 28, 2012. All Plaintiffs who had not executed a signed claim form were provided notice of the Court's Order to Show Cause.
- 15. Of the 194 Plaintiffs, 149 submitted claims. A list of the claimants and amounts to be paid to each of them is attached hereto as Exhibit 2.
- 16. Following the February 28 further settlement conference, Magistrate Judge Corely issued a February 29, 2012 Recommendation and Report wherein she recommended the dismissal of all claims brought by 40 of the Plaintiffs. The Court adopted the Recommendation and Report and, by order dated March 5, 2012, dismissed without prejudice the Plaintiffs whose names appeared in the Recommendation and Report. The City's Board of Supervisors approved the Settlement Agreement on September 25, 2012.
- 17. In re-checking the list of all claimants who will be paid following the Court's approval of this Stipulation, the parties determined that the list presented to Magistrate Corley did not include five (5) people who did not submit claims: Ronald Hill, Anthony Carreon, Jerry Chan, James Winter, and Gordon Wong. These parties hereby request that the claims of these five individuals be dismissed, without prejudice.

13

14 15

16 17

18

19

20 21

22

23 24

25

27

26 28

18. The Agreement presented to the Board included the list of the 149 individuals who submitted claims (such list is attached hereto as Exhibit 2). The Board approved payment to these 149 individuals.

- 19. In reviewing the list of the claims to be paid pursuant to this Stipulation, the parties determined that Marvetia Richardson, who was represented by separate counsel at the hearing before Magistrate Corley, was not included on the list of claimants approved by the Board of Supervisors. In order to ensure that Ms. Richardson is paid, Plaintiff's counsel has agreed to pay her claim, in the amount of \$357.61, out of the costs that have been allocated to Plaintiff's counsel under the settlement.
- 20. The Parties present the Court with this Stipulation re Final Approval of Settlement Agreement and Dismissal with Prejudice and [Proposed] Order. Thereon ("Stipulation and Order") through which they intend to finally resolve all claims asserted in this action based upon the terms set forth in the Settlement Agreement;
- 21. By entering into this stipulation and requesting Court approval, the parties do not intend that the Court should make any findings or determination regarding the Defendant's alleged violation of the FLSA, or any other federal or state law, regulation, order or rule. This Stipulation and Order, and any exhibits and any other documents or written materials prepared in conjunction with this Stipulation and Order, should not constitute evidence of, or any admission of any violation of the FLSA, or any other federal or state law, regulation, order, or rule by any Party.
- 22. Each Plaintiff has reviewed and executed the Settlement Agreement. Each Plaintiff had an opportunity to consult with an attorney concerning the Settlement Agreement, including the releases contained therein; acknowledge that she or he has read and understands

AMENDED STIPULATION RE FINAL APPROVAL OF SETTLEMENT AGREEMENT AND DISMISSAL WITH **PREJUDICE** [PROPOSED] ORDER THEREON

Case4:07-cv-01016-PJH Document169 Filed12/04/12 Page7 of 31

1 the Settlement Agreement, agreed to its terms, signed the Settlement Agreement voluntarily and 2 without coercion; and acknowledges that the release and waivers he or she has made therein are Ś knowing, conscious and with full appreciation that he or she is forever foreclosed from pursuing 4 any of the rights or claims so released or waived. 5 23. 6 The Parties jointly request the Court approve the terms and conditions of the 7 Settlement Agreement and enter the Amended Stipulation and Order; 8 IT IS THEREFORE STIPULATED, by and between the Parties, through their respective 9 counsel, that: 10 The Settlement Agreement, which is incorporated herein by reference, is fair, 1. 11 reasonable and just in all respects as to the Plaintiffs, and the Court should 12 13 therefore approve the Settlement Agreement and enter this Stipulation and Order; 14 2. The Court should reserve jurisdiction with respect to this action for the limited 15 purpose of enforcing, if necessary, the Settlement Agreement; 16 3. The award of and allocation of costs should be as provided for in the Settlement 17 18 Agreement. Plaintiffs' counsel has waived attorney's fees; 19 The claims of Ronald Hill, Anthony Carreon, Jerry Chan, James Winter, and 20 Gordon Wong shall be dismissed without prejudice; 21 The claim for Marvetia Richardson will be paid by Plaintiff's counsel, out of the 5. 22 costs allocated to Plaintiff's counsel under the Settlement; 23 24 25 26 27 28

Case4:07-cv-01016-PJH Document169 Filed12/04/12 Page8 of 31 1 Upon the Court's approval of the Settlement Agreement, this Action should be 2 dismissed with prejudice. 3 Dated: November 19, 2012 LEVY VINICK BURRELL HYAMS LLP 4 5 6 Lesley Levy 7 Sharon Vinick Attorneys for Plaintiffs 8 9 10 STIPULATION RE APPROVAL OF SETTLEMENT 11 Case No.C 06-5604-THE 12 Shea Law Offices 13 14 By: Mary Shea Hagebols 15 Attorney for Plaintiffs 16 Dated: November 19, 2012 **DEPUTY CITY ATTORNEY OF** 17 SAN FRANCISCO 18 19 By: JONATHAN ROLNICK 20 Attorney for the Defendant 21 22 23 24

25

26

27

28

PROPOSED ORDER

The Court has carefully reviewed the Settlement Agreement, and the proposed Stipulation and Order. Based upon a review of the record, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- The Settlement Agreement, which is incorporated herein by reference, is approved as fair, reasonable and just in all respects as to the Plaintiffs, and the Parties shall perform the Settlement Agreement in accordance with its terms;
- 2. The Court reserves jurisdiction with respect to this Action for the limited purpose of enforcing, if necessary, the Settlement Agreement;
- The award and allocation of costs shall be provided for in the Settlement Agreement (Plaintiffs' counsel has waived attorney's fees).
- 4. The Court has made no findings or determination regarding the Defendant's alleged violation of the FLSA, or any other federal or state law, regulation, order or rule;
- 5. This Action is hereby dismissed with prejudice.

Dated: 12/4/12



EXHIBIT 1

SETTLEMENT AGREEMENT, GENERAL RELEASE AND COVENANT NOT TO SUE

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND COVENANT NOT TO SUE (hereafter "Agreement") relating to claims against and THE CITY AND COUNTY OF SAN FRANCISCO, its constituent departments (including the San Francisco Police Department), commissions, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees and assigns (hereafter "the City"), is made between James Wilson and the 193 other plaintiffs identified in Exhibit A of the Agreement (hereafter referred to collectively and individually as "Plaintiffs") and the City.

WHEREAS, Plaintiffs have been or are employed by the City as police officers (Q2-Q4), sergeants (Q50), assistant inspectors (Q35), or inspectors (0380) with the San Francisco Police Department; and

WHEREAS, Plaintiffs claim that during and as a result of their employment with the City Plaintiffs suffered damages on account of wrongful conduct by the City including, without limitation, violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq., and seek recovery of allegedly unpaid wages, liquidated damages, attorneys' fees and costs; and

WHEREAS, Plaintiffs sought compensation for allegedly pre- and post-shift activities including, but not limited to, the donning and doffing of their police uniforms and personal protective gear; and

WHEREAS, Plaintiffs filed the following complaint alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., in United States District Court for the Northern District of California: James Wilson, et al. v. City and County of San Francisco, Case No. C07-1016 PJH (the "Action"); and

WHEREAS, Plaintiffs brought the Action in a representative capacity under 29 U.S.C. § 216 on behalf of themselves and others similarly situated; and

WHEREAS, James Wilson and the 193 other individuals (as identified in Exhibit A) affirmatively opted to participate in the Action as individual plaintiffs; and

WHEREAS, the parties now desire to avoid the expense, burden and delay of litigation, and without admitting or acknowledging any liability, to resolve all of Plaintiffs' claims alleged in the Action, including but not limited to pre- and post-shift activities, and donning and doffing claims, fully and forever in consideration of the promises contained herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. In exchange for the promises by Plaintiffs in this Agreement and complete settlement of the Action, the City will pay the total amount of Ninety Thousand Dollars and No Cents (\$90,000.00)(the "Settlement Amount") to be allocated as follows:
 - (a) Sixty Thousand Dollars and No Cents (\$60,000.00) of the Settlement Amount shall be considered and treated as Plaintiffs' back wages. This sum shall be paid by means of separate check made payable to each Plaintiff in the amounts specified in Exhibit A, less applicable taxes and withholdings. These payments shall be considered back wages for the period May 4, 2004 through December 31, 2010;
 - (b) Thirty Thousand Dollars and No Cents (\$30,000.00) of the Settlement Amount shall be considered and treated as plaintiffs' costs of suit. This amount shall be paid by means of a check made payable to the law firm of Dickson Levy Vinnick Burrell Hyams LLP, Tax Identification Number 27-1134178.

Plaintiffs acknowledge and agree:

- (a) The allocation of the Settlement Amount as provided in Paragraphs 1(a), 1(b) and 1(b) is a fair and reasonable resolution of the *bona fide* dispute between Plaintiffs and the City regarding alleged unpaid overtime under the FLSA;
- (b) Under the Ninth Circuit Court of Appeals' decision in Bamonte v. City of Mesa, 598 F.3d 1217 (9th Cir. 2010), donning and doffing is not compensable if, as is the current policy and practice in the City's Police Department, it is not mandated by the City to be performed at an officer's district station or other place of work;

- (c) The Settlement Amount set forth in Paragraph 1(a) is for disputed claims regarding alleged uncompensated pre- and post-shift activities other than the donning and doffing of Plaintiffs' uniforms and personal protective equipment; and
- (d) Going forward, Plaintiffs will abide by Department General Order 11.01 by submitting to their commanding officer, without delay and upon completion of the overtime worked, a compensation request form for all work performed in excess of their normally scheduled watch or work week, including any pre- or post-shift activities that Plaintiffs claim is compensable work.
- (a) In consideration of the foregoing promises and for other good and sufficient 2. consideration Plaintiffs, for Plaintiffs, Plaintiffs' heirs, executors, administrators, assigns and successors, fully and forever releases and discharges the City, its constituent departments (including the San Francisco Police Department), commissions, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees and assigns (collectively "Releasees") from any and all liabilities, claims, demands, contracts, debts, damages, acts or omissions, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, whether or not now known or unknown, which heretofore do or may exist, in any way arising out of, connected with or related in any way to claims asserted in the Action, or which could have been asserted based upon or related to the facts alleged in the Action, including but not limited to any claims for overtime compensation for donning and doffing and other pre- and post-shift activities, the Action, the negotiation or execution of this Agreement, up to and including the date that Plaintiffs sign this Agreement (the "Signature Date")(hereinafter, the "Released Claims"). The release in this paragraph includes but is not limited to release of any matter, cause or thing arising out of, relating to, or connected with the Action, and any and all lawsuits and claims, charges and grievances brought by Plaintiffs against any Releasee not set forth herein, and all past, pending or contemplated administrative charges relating to or arising from claims asserted in the Action, or which could have been asserted based upon or related the the facts alleged in the Action,

through the Signature Date.

- (b) The release contained in this Paragraph 2 is a complete and general release that will forever bar Plaintiffs from pursuing any released claims or rights against any Releasee with respect to the Released Claims. Plaintiffs covenants not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the prosecution of any legal or administrative proceedings against any Releasee with respect to any of the Released Claims. Plaintiffs understand and agree that Plaintiffs are waiving any rights Plaintiffs may have had, now have, or in the future may have to pursue any and all remedies available to Plaintiffs under any cause of action arising out of, connected with or in any way related to Plaintiffs' Released Claims, and which arose at any time through the Signature Date. Such causes of action shall include without limitation claims for violation of the Fair Labor Standards Act, violation of the provisions of the California Labor Code related to the payment of wages, the City's Charter, Administrative Code, ordinances, Civil Service Commission Rules and other City enactments, and any memorandum of understanding covering Plaintiffs' employment with the City.
- (c) Plaintiffs understand and expressly agree that the release contained in this Paragraph 3 extends to all Released Claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future Any and all rights under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived as to the Released Claims. Said Section 1542 of the Civil Code of the State of California, reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. In further consideration of the foregoing, Plaintiffs hereby agree, acknowledge and recognize that this Agreement is a "no fault" settlement in light of disputed claims, and that nothing contained in this Release shall constitute or be treated as an admission of liability or

wrongdoing by Plaintiffs or the City, which liability or wrongdoing is expressly denied by all parties.

- 4. Plaintiffs represent that either (a) there are no existing liens or partial liens in existence, including without limitation any attorney's fees, medical reimbursement, unemployment or disability compensation liens, which attach to the Action, the amounts specified in this Agreement, or to any recovery paid to Plaintiffs in connection with the settlement of the Action, nor is any person or entity entitled to establish a lien for any payment or payments they have made or will make to Plaintiffs on behalf of Plaintiffs as a consequence of any of the matters arising out of or connected with Plaintiffs' claims for unpaid wages by the City, or the Action, or (b) to the extent there are any such liens, Plaintiffs will pay and retire all such liens out of the Settlement Amount. Plaintiffs agree to defend, indemnify and hold harmless the City against any and all claims by any person or entity purporting to hold any lien, interest, or other claim, whether for medical care, unemployment and/or disability compensation, attorneys' fees, or otherwise, involving Plaintiffs and arising from or connected with Plaintiffs' claims for unpaid wages by the City, or the Action.
- 5. Plaintiffs represent and warrant that Plaintiffs have full power to make the releases and agreements contained herein. Plaintiffs expressly represent and warrant that Plaintiffs have not assigned, encumbered or in any manner transferred all or any portion of the claims covered by the releases and agreements contained herein. Plaintiffs acknowledge and agree that this warranty and representation is an essential and material term of this Agreement. Plaintiffs agree to indemnify the affected Releasee for any claims brought against any Releasee by purported assignees of Plaintiffs, including costs of judgment and reasonable attorneys' fees.
- 6. Plaintiff acknowledges that this Agreement is contingent upon the occurrence of the following events in the following order:
- (a) Preliminary Approval of the settlement commemorated in the Agreement by the District Court;
 - (b) Approval of the Agreement or a dismissal of all claims by Plaintiffs identified

in Exhibit A by execution of a Settlement Agreement and Release Form attached as Exhibit B (Release);

- (c) Approval by the San Francisco Police Commission and Board of Supervisors;
- (d) Final Approval of the settlement commemorated in the Agreement by the District Court and entry of an order dismissing the Action with prejudice.
- 7. If all 194 Plaintiffs identified in Exhibit A do not execute the Release, the City may, at its sole option, elect to remove the condition of having all 194 Plaintiffs execute the release, and to make the agreement binding as to all Plaintiffs who execute the release, and their counsel. Plaintiffs and their counsel agree to make all reasonable, diligent and good faith efforts to secure an executed Release from all Plaintiffs including seeking the assistance of the Court's Alternative Dispute Resolution process. In the event all Plaintiffs do not execute the Release and the City elects to remove the condition of having all 194 Plaintiffs execute the release and to make the Agreement binding as to those Plaintiffs who do execute the release, the City will deduct from the Settlement Amount the sum(s) specified in Exhibit A as payable to the Plaintiffs who have not executed the Release.
- 8. Plaintiffs and their counsel shall be responsible for preparation and filing of any motion or stipulation for Preliminary Approval and Final Approval of the settlement. Upon receipt of the Settlement Amount, unless the District Court has previously dismissed the Action or the Action is subject to a conditional order of dismissal, Plaintiffs' and their counsel shall promptly move for Final Approval of the settlement and an order dismissing the Action with prejudice. In addition, Plaintiffs represent that there are no outstanding administrative charges or complaints which are or may be pending relating to Plaintiffs' Released Claims against the City through the Signature Date. To the extent any such charges or complaints have been or are filed on Plaintiffs' behalf, Plaintiffs agree to dismiss or withdraw any such charges or complaints with prejudice. Plaintiffs expressly acknowledge that the list of outstanding litigation may not be exhaustive, but Plaintiffs nevertheless agrees to dismiss with prejudice all

litigation, claims, grievances, and administrative charges of any nature, kind and description against any Releasee which arise out of the Released Claims.

- 9. In consideration for the payment of costs as set forth in Paragraph 1(b), and except as provided therein, Plaintiffs' and their counsel waive any and all claims to attorneys' fees, legal expenses or costs, and Plaintiffs' counsel shall not seek for themselves or on behalf of any Plaintiff(s) who fails to execute a Release any attorneys' fees, legal expenses or costs accrued up to and including the date the District Court issues an order for Final Approval of the Agreement. The City shall bear its own attorneys' fees, legal expenses and costs as to any Plaintiff who executes a Release but does not waive such fees, expenses and costs as to any Plaintiff who does not execute a Release.
- 10. The City shall deliver to the Law Firm checks for the Settlement Amounts identified in Paragraphs 1(a), and 1(b). With respect to the Settlement Amounts identified in Paragraph 1(a), the City will prepare individual checks to each Plaintiff in the amounts set forth in Exhibit A. Plaintiffs acknowledge and agree that Plaintiffs endorsement of the check shall constitute acknowledgement of receipt of all back wages due and satisfaction of the City's obligations under the Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that it may be modified only by a writing signed by all parties to this Agreement, and approved by the San Francisco Board of Supervisors.
- 11. If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.
- 12. The parties agree that the United States District Court for the Northern District of California will have jurisdiction to enforce this Agreement. All disputes arising out of this Agreement shall be resolved by the United States District Court for the Northern District of California.
- 13. Plaintiffs acknowledge that Plaintiffs have the right to consult with an attorney concerning this Agreement, including the releases contained herein.

Plaintiffs acknowledge that Plaintiffs have read and understand this Agreement and that Plaintiffs agree to its terms and signs this Agreement voluntarily and without coercion. Plaintiffs further acknowledge that the release and waivers Plaintiffs have made herein are knowing, conscious and with full appreciation that Plaintiffs are forever foreclosed from pursuing any of the rights or claims so released or waived.

This Agreement has been reviewed by the parties and their respective attorneys, and each have had full opportunity to negotiate the contents of this Agreement. The parties each waive any common law and statutory rule of construction that ambiguity should be construed against the drafter of this Agreement, and agree that the language in all parts of this Agreement shall be in all cases be construed as a whole, according to its fair meaning.

16. All exhibits attached and referenced in this Agreement are incorporated into the Agreement as if fully set forth herein.

17. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

DATED:	
the state of the s	
	GREG SUHR
	CHIEF OF POLICE
	SAN FRANCISCO POLICE
	DEPARTMENT

APPROVED AS TO FORM AND SUBSTANCE:

SHEA LAW OFFICES

MARY SHEA HAGEBOLS

Attorneys for Plaintiffs

DATED

Page 8 of 10

LEVY VINICK BURRELL HYAMS, LLP	
By: SHARON R. VINICK Attorneys for Plaintiffs	DATED: May 8, 2012
DENNIS J. HERRERA City Attorney By FONATHAN C. ROLNICK Deputy City Attorney	DATED:
By	DATED:

EXHIBIT A

FINAL OPT-IN James Wilson v. CCSF, SFPD USDC No. C07-1016; File No. 071466

_		DATE SIGNED	4/10/2008	3/22/2008	5/3/2008	4/2/2008	3/12/2008	3/11/2008	4/3/2008	3/11/2008	3/21/2008	3/27/2008	undated	3/10/2008	3/11/2008	3/14/2008	3/16/2008	3/11/2008	3/11/2008	3/10/2008	3/10/2008	3/11/2008	3/14/2008	3/29/2008	3/14/2008	3/29/2008	4/1/2008	7/20/2007	3/12/2008	TBD	TBD	3/13/2008	5/5/2008	3/14/2008	4/1/2008	3/10/2008	3/12/2008	3/17/2008	3/10/2008	3/10/2008	4/15/2008	3/11/2008
I		DATE FILED	4/28/2008	4/10/2008	8/9/2008	4/10/2008	4/10/2008	4/10/2008	4/28/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/16/2008	4/10/2008	5/5/2008	9/9/2008	8/2/2007	4/10/2008	5/4/2007	5/4/2007	4/10/2008	5/7/2008	4/10/2008	4/16/2008	4/10/2008	4/10/2008	4/10/2008	4/10/2008	4/11/2008	4/28/2008	4/10/2008
9																																										
ш.		ADDRESS																																								
ш		ADD		TOTAL TO					-																						TO THE PARTY OF TH											
O	ACTIVE /	INACTIVE	-	-	A	А	Α	А	1	А	Α	Α	A	А	A	А	A	A		_	А	А	A	Α	A	Α	A	-	A	-	-	A	Α	A	А	А	А	А	А	-	А	А
J		RANK	Q 4	Q 52	Q 4	Q 4	Q 4	Q 4	Q 2	Q 4	Q 4	Q 2	0382	Q 4	0382	Q 4	Q 4	0382	Q 3	Q 2	Q 3	0382	Q 4	Q 4	Q 2	Q 4	Q 4	Q 4	Q 4	Q 4	Q 3	0382	Q 2	0382	Q 2	Q 4	Q 4	Q 4	0.4	Q 4	Q 4	0.3
.B		FIRST NAME	James A.	Nicholas M.	Guillermo	Darrell J.	Alane B.	Wade D.	Robert	E. R.	Brian A.	Keith E.	Michael D.	Mike G.	Carl A.	Robert R.	Charles A.	James G.	Jeffrey P.	Donald A.	Timothy J.	Lori A.	Kenneth J.	Eric P.	Jonathon S.	Charles C.	Nathan B.	Mukesh	Randall S.	Andrew L.	Michael P.	Clifford L.	Carlos A.	James J.	Murray P.	Christopher	Robert A.	Paul A.	Gary J.	Severo N.	Lewis G.	Robert
A		LAST NAME	Adams	Allen	Amigo	Auyoung	Baca	Bailey	Bakerian	Balinton	Barron	Bartel	Becker	Bolte	Bonner	Bonnet	Bonnici	Bosch	Brogan	Brown	Buelow	Cadigan	Canedo	Caracciolo	Catlett	Chan	Chan	Chandra	Ching	Cohen	Collins	Cook	Cordova	Custer	Daggs	Damonte	Deleon	Dennes	Diquisto	Flores	Fong	Frazier
	7	н	7	m	4	2	9	7	∞	6	9	11	12	13	14	15	16	17	18	13	70	21	77	23	24	25	56	27	78	53	8	31	32	33	34	32	36	37	38	39	40	41

FINAL OPT-IN	James Wilson v. CCSF, SFPD	USDC No. C07-1016: File No. 07
--------------	----------------------------	--------------------------------

	A	В	U	Q	ш	ш	9	Τ	_
				ACTIVE /					
П	LAST NAME	FIRST NAME	RANK	INACTIVE	ADDRESS	RESS		DATE FILED	DATE SIGNED
42	Gaan	James P.	Q 4	_				5/4/2007	TBD
43	Gaffud	Edwin	Q 3	A				4/11/2008	3/19/2008
44	Gallegos	Michael J.	Q 52	-				4/11/2008	3/10/2008
45	Gin	David	Q 4	А				4/11/2008	3/15/2008
46	Gomez	Juan R.	Q 2	А				4/11/2008	3/4/2008
47	Greely	Daniel U.	Q 52	A				4/11/2008	3/10/2008
48	Greiner	Robert B.	0.3	A				4/16/2008	4/8/2008
49	Griffin	. Sean	Q 2	А				4/11/2008	3/17/2008
22	Guerrero	James S.	Q 2	_				4/11/2008	3/30/2008
51	Guillermo	Robert D.	Q 52	A				4/11/2008	3/10/2008
25	Halley	Tammy M.	Q 52	A				5/5/2008	3/27/2008
53	Harmston	Clayton	Q 4	А				4/11/2008	3/26/2008
54	王	Ronald E.	Q 3	А				4/11/2008	3/10/2008
52	Hollis	Perry R.	Q 4						
26	Hughes	Michael L.	Q 52	_				4/11/2008	2/19/2008
57	Hurwitz	Amy L.	Q 2	A				4/11/2008	3/11/2008
28	Jee	Dennis	Q 4	A				4/11/2008	3/19/2008
59	Jew	Winfred	Q 4	_				4/11/2008	3/30/2008
09	Johnson	Bartholomew G.	Q 4	V				4/11/2008	3/17/2008
61	lohnson	David W.	Q 52	A				4/11/2008	3/9/2008
62	Keesor	John R.	Q.4	A				4/11/2008	3/15/2008
63	Kwan	Patrick	Q 52	A				4/11/2008	3/10/2008
64	Lang	Wayne W.	Q 2	_				4/11/2008	3/12/2008
65	lee	Dean	Q 4	A				4/15/2008	3/11/2008
99	Lee	Frank S.	382	А				4/15/2008	4/5/2008
29	lee	Richard W.	Q 4	А				4/15/2008	3/10/2008
89	Leiva, Jr.	Fernando G.	Q 2	А				4/15/2008	3/13/2008
69	Leung	Robert K.	Q 4	А				4/15/2008	3/11/2008
70	Lewis	James	Q 3	∢				4/15/2008	3/25/2008
71	Lewis	John F.	Q 52	A				4/16/2008	4/1/2008
72	Lock	Raymond L.	Q 52	٧				5/5/2008	5/5/2008
73	Louie	Timmy S.	Q 4	4				4/15/2008	3/18/2008
74	Lu	Roger	Q 4	٧				4/15/2008	3/11/2008
7.5	Lucia	Paul M.	Q 2	_				4/15/2008	3/16/2008
9/	Machi	Mario	Q 3	_				4/15/2008	3/10/2008
77	Maes	Steven D.	Q 4	A				4/15/2008	3/25/2008
78	Maguina	Zoila R.	Q 4	A				4/16/2008	4/5/2008
79	Maionchi	Steven J.	0.3	4				4/15/2008	3/18/2008
80	Mariles	Boaz S.	Q 2	A				4/15/2008	3/14/2008
81	Martinez	Dennis M.	Q 4	A				4/16/2008	3/17/2008

FINAL OPT-IN James Wilson v. CCSF, SFPD USDC No. C07-1016; File No. 071466

\dashv	А	В	U	D	Ц	Ŀ	9	H	_
-	LAST NAME	FIRST NAME	RANK	ACTIVE /	ADDRESS	ESS		DATE FILED	DATE SIGNED
82	Maver	Timothy J.	0 4	_				_	3/11/2008
83	McCoy	James P.	Q 4	_				4/15/2008	3/12/2008
84	Mendez	Francisco J. (F.J.)	Q 4	_				4/15/2008	3/11/2008
85	Merino	Robert N.	Q 4	A				4/16/2008	3/29/2008
98	Moody	Michael	Q 4	A				4/15/2008	3/10/2008
87	Moore	Timothy R.	Q 4	A				4/15/2008	3/12/2008
88	Moriwaki	Keita E.	Q 3.	Ą				2/6/2008	4/28/2008
68	Moss	Steven T.	Q 4	A				11/5/2007	9/25/2007
90	Newbeck	Gerald B.	Q 2	A			_	4/15/2008	3/25/2008
91	Ng	Stewart	Q 4	Α				4/28/2008	4/16/2008
92	Noto	Joseph A.	Q 4	A				4/15/2008	3/25/2008
93	O'Malley	Kevin M.	Q 4	A				4/15/2008	3/12/2008
94	Ortiz	Luis	Q 2	A			7	4/15/2008	3/11/2008
95	Oryall, Sr.	Jordan		A				9/9/2008	4/26/2008
96	O'Shea	Daniel D.	Q 4	¥			-	4/15/2008	3/12/2008
97	O'Toole	Edward P.	Q 4	A				5/5/2008	4/28/2008
86	Palma	Michael A.	Q 3	A				4/15/2008	3/9/2008
66	Pandolfi	James T.	Q 4	A				4/15/2008	3/18/2008
100	Pandolfi	Karen E.	Q 4	A				4/15/2008	3/18/2008
101	Parry	David P.	0.4	A			_	4/15/2008	TBD
102	Payne	Carl A.	9.2	٨			_	4/16/2008	3/30/2008
103	Peters	Judith M.	Q 4	Α			_	4/15/2008	3/17/2008
104	Peters	Roger D.	Q 4	A			7	4/15/2008	4/2/2008
105	Pinon	snsəf	Q 4	-			,	4/15/2008	3/27/2008
106	Pon	William B.	Q 2	٨				4/15/2008	3/10/2008
107	Primiano	Michele	Q 2	٧				9/9/2008	4/1/2008
108	Propst	John S.	Q 4	_			,	4/15/2008	3/10/2008
109	Ramirez	Gerald A.	Q 4	-			7	4/15/2008	3/11/2008
110	Ratti	Lawrence H.	Q 52	_			7	4/15/2008	3/10/2008
111	Ratto		Q 4	A			7	4/15/2008	3/12/2008
112	Rebollini	Michael A.	Q 4	A				5/4/2007	TBD
113	Reyes	Nelson J.	Q 4	Α			7	4/15/2008	3/10/2008
114	Richardson	Marvetia L.	0382	_			7	4/15/2008	3/15/2008
115	Rios	Holly W.	Q 3	٧			7	4/15/2008	3/10/2008
116	Schaefer	Chris D.	0.3	A			7	4/15/2008	3/11/2008
117	Schiefer	Catherine	Q 3	٧			7	4/15/2008	3/14/2008
118	Sevilla	Lionel N.	Q 3	A			7	4/15/2008	3/13/2008
119	Shanahan	Steven R.	Q 52				7	4/15/2008	3/18/2008
120	Shao	Raymond M.	Q 2	_			,	4/15/2008	3/8/2008
121	Shishmanian	H. V.	Q 4	-			7	4/15/2008	3/10/2008

FINAL OPT-IN James Wilson v. CCSF, SFPD USDC No. CO7-1016; File No. 071466

	A	В	С	D	Ш	ш.	9	Η	_
				ACTIVE /					
1	LAST NAME	FIRST NAME	RANK	INACTIVE	ADD	ADDRESS		DATE FILED	DATE SIGNED
122	Shockley	Donald L	0382	_				4/15/2008	3/16/2008
123	Spagnoli	Angelo J.	Q 4	A				5/5/2008	4/21/2008
124	Sylvester	Glenn R.	382	_				4/15/2008	3/10/2008
125	Syme	lohn	Q 52	А				4/15/2008	3/10/2008
126	Taylor	Dean H.	Q37	A				4/15/2008	3/14/2008
127	Thoshinsky	Peter A.	Q 52	А				4/15/2008	3/12/2008
128	Totah	Nadim P.	0382	А				4/15/2008	3/10/2008
129	Totah	Robert J.	Q 52	Α				4/15/2008	3/12/2008
130	Valmonte	Matthew J.	Q 3	Α				4/15/2008	3/10/2008
131	Webb	John J.	Q 4	А				4/15/2008	3/13/2008
132	Williams	Candice E.	Q 4	Α				5/6/2008	5/5/2008
133	Williams, Jr.	Damon V.	Q 4	Α	-			4/15/2008	3/12/2008
134	Wilson	James T.	Q 4	A				4/15/2008	TBD
135	Wong	Kurtis A.	Q 4	A				4/15/2008	3/27/2008
136	Wood	Barry L.	Q 4	A				4/15/2008	3/14/2008
137	Wright	David	Q 4	_				11/5/2007	9/6/2007
138	Wronski	Jack Z.	Q 4	Α				8/2/2007	5/5/2007
139	Zachos	Constantine J.	Q 4	Α				4/15/2008	3/12/2008
140	Zerga	James P.	0382	_				4/15/2008	3/11/2008
141	Atkinson	Lynne A.	0382	_				4/10/2008	3/11/2008
142	Bakerian	Richard S.	Q 2	_				4/10/2008	3/10/2008
143	Balovich	James E.	0382					4/10/2008	3/17/2008
144	Brennan	Sean	Q 4	_				4/10/2008	3/19/2008
145	Carreon	Anthony J.	Q 2	_				4/10/2008	3/10/2008
146	Chan	Jerry K.	Q 2	_				4/16/2008	4/11/2008
147	Clevidence	Robert R.	Q 51	-				4/10/2008	3/10/2008
148	Deltorre	Robert J.	Q 52	_				5/4/2007	TBD
149	Detimofeev	Paul J.	Q 4	_				4/10/2008	3/10/2008
150	Fitzgerald-Wermes	Pamela	0382	_				4/10/2008	3/18/2008
151	Fong	Vincent	Q 2	_				4/10/2008	3/10/2008
152	Fontenot	Andre L.	Q 51	_				4/10/2008	3/10/2008
153	Frost	Lawrence D.	Q 4	_				4/10/2008	3/10/2008
154	Glembot	Robert H.	Q 4	_				4/11/2008	3/11/2008
155	Gotchet	Kevin M.	0.3	_				4/28/2008	4/15/2008
156	Guzman	Ricci J.	Q 2	_				4/11/2008	3/10/2008
157	Hartman	Kenneth E.	Q 3	_				4/11/2008	3/10/2008
158	Horne	James M.	Q 4	_				4/11/2008	3/18/2008
159	Huey	Terry Y.	Q 4	-				4/11/2008	3/10/2008
160	Isble	Jeffery C.	Q 4	Deceased				4/15/2008	4/1/2008

FINAL OPT-IN James Wilson v. CCSF, SFPD USDC No. C07-1016; File No. 071466

	V	В	J	Q	ш	ш	9	Н	_
Н	LAST NAME	FIRST NAME	RANK	ACTIVE /	ADDRESS	RESS		DATE FILED	DATE FILED DATE SIGNED
			_						
161	e]	Khanh H.	Q 2					4/11/2008	3/15/2008
162	lee	Gary W.	Q 2	_				4/15/2008	3/15/2008
163	lee	Michael D.	Q 52	_				4/15/2008	3/11/2008
164	Lui	Kenneth S.	Q 2	_					
165	Lynch	Geoffrey W.	Q 2	_				4/15/2008	3/26/2008
166	Mattox	Robert E.	Q 4					4/15/2008	3/10/2008
167	McCann	Alan R.	Q 2	_				4/15/2008	3/13/2008
168	Melendez	Rose M.	Q 4	_				4/15/2008	3/24/2008
169	Miller	Dwayne A.	Q 3	_				4/15/2008	3/6/2008
170	Mitchell	Bruce A.	Q 2	_				4/15/2008	4/3/2008
171	Mojica		Q 2	_				4/15/2008	3/12/2008
	:		i i						
772	Morgan	Jer	452					8/2/2007	5/14/2008
	INIOSES	NICHAIN L.	1 .	- -				4/ 13/ 2000	5/14/2000
174	Nelson	Anti	Q 4	-				4/15/2008	3/14/2008
175	Oryall		Q 4	-				4/15/2008	3/14/2008
176	Osborne	Samuel R.	Q 4	-				4/15/2008	3/10/2008
177	Parenti	John F.	Q 4	-	100000000000000000000000000000000000000			4/15/2008	3/8/2008
178	Piol	Larry A.	Q 4	-		-		4/15/2008	3/28/2008
179	Pyne	William E.	Q 4	-				4/15/2008	3/10/2008
180	Ratcliffe	Kevin W.	Q 2	-				4/15/2008	3/17/2008
181	Rybak	Shawn C.	Q 2	_				4/15/2008	3/11/2008
182	Shanahan	Timothy J.	Q4	_				4/15/2008	3/20/2008
183	Sheehan	Richard G.	Q 4	-				4/15/2008	3/10/2008
184	Siragusa		0382	-				4/15/2008	3/9/2008
185	Smith	Michael S.	Q 4	-				4/15/2008	3/20/2008
981	Vanwinkle	Richard	Q 4	Deceased				4/15/2008	3/10/2008
187	Velasquez	Johnny	Q 52	-				4/15/2008	3/14/2008
881	White	Patrick J.	0382	Deceased				4/15/2008	3/12/2008
681	Winters	James M.	Q 3	_				4/15/2008	3/26/2008
061	Wismer	Earl E.	0382	_				4/15/2008	3/10/2008
191	Wong		Q 2	-				4/15/2008	3/25/2008
192	Wong	Marshall E.	Q 4	-				4/15/2008	3/10/2008
193	Wood		Q 4	-				4/15/2008	3/18/2008
194	Vip	M	Q 4	-				4/15/2008	3/17/2008
195	Young	James R.	Q 2					4/15/2008	3/29/2008

EXHIBIT B

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

James Wilson, et al. v. City and County of San Francisco, United States District Court Case No. C07-1016 PJH

INDIVIDUAL SIGNATURE PAGE

I, the undersigned, by signing below, acknowledge, understand and agree to all of the terms and conditions contained in the "Settlement Agreement, General Release and Covenant Not to Sue," (the Agreement) as set forth in the preceding 10 pages. I have sought the advice of my counsel with respect to any questions I might have regarding the Agreement and my rights and obligations.

I understand that my acceptance of back wages allegedly due under the Fair Labor Standards Act means that I have given up any right I may have to bring suit for such back wages under Section 16(b) of that Act. Section 16(b) provides that an employee may bring suit on his or her own behalf for unpaid minimum wages and/or overtime compensation and an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a two year statute of limitations applies to the recovery of back wages.

By signing below, I agree to both forever settle my claim for overtime compensation under the Fair Labor Standards Act which were asserted in the Action, or which could have been asserted based upon or related to the facts alleged in the Action and to forever dismiss this lawsuit. I voluntarily sign below after investigating the facts as I saw fit and based on my own decision. No one forced me to sign this Agreement.

Dated:	
Signature:	
Print Name:	
Current Mailing Address:	

EXHIBIT 2

JAMES WILSON V. CITY AND COUNTY OF SAN FRANCISCO United States District Court Case No. C07-01016 PJH

EXHIBIT B Settlement Amounts

Name	Settlement Amount	
James A Adams	325.37	
Nicholas M Allen	146.56	
Lynne A Atkinson	181.74	
Alane B Baca	438.22	
Wade D Bailey	438.22	
Richard S Bakerian	82.07	
Robert Bakerian	74.75	
E R Balinton	438.22	
James E Balovich	60.09	
Brian A Barron	438.22	
Keith E Bartel	438.22	
Mike G Bolte	438.22	-
Carl A Bonner	438.22	
Robert R Bonnet	438.22	
James G Bosch	438.22	
Jeffrey P Brogan	325.37	
Donald A Brown	36.64	-
Timothy J Buelow	438.22	
Lori A Cadigan	438.22	
Eric P Caracciolo	438.22	
Jonathon S Catlett	438.22	
Randall S Ching	438.22	
Andrew L Cohen	400.11	
Michael P Collins	426.5	
Clifford L Cook	438.22	
James J Custer	438.22	
Christophe Damonte	438.22	
Robert A Deleon	438.22	
Robert J Del Torre	58.88	
Paul A Dennes	438.22	
Paul J Detimofeev	93.8	
Gary J Diquisto	438.22	
Pamela Fitzgerald		
Wermes	127.51	
Severo N Flores	426.5	
Lewis G Fong	438.22	
Vincent Fong	102.59	
Andre L Fontenot	359.08	
Robert Frazier	438.22	
Lawrence D Frost	189.06	
James P Gaan	234.5	
Edwin V Gaffud	438.22	
Michael J Gallegos	438.22	
David Gin	400,11	
Robert H Glembot	197.86	
Juan R Gomez	438.22	
Daniel U Greely	438.22	
James S Guerrero	247.69	
Robert D Guillermo	438.22	
Riccl J Guzman	79.14	
Tammy M Halley	438.22	

JAMES WILSON v. CITY AND COUNTY OF SAN FRANCISCO United States District Court Case No. C07-01016 PJH

EXHIBIT B Settlement Amounts

Name	Costi
Clayton A Harmston	Settlement Amount
Perry R Hollis	438.22
Michael L Hughes	367.87
Amy L Hurwitz	438.22
Jeffery C Isble	438.22
Winfred Jew	139.23
Bartholomew Johnson	238.9
John R Keesor	438.22
Patrick Kwan	438.22
Wayne W Lang	438.22
Dean K Lee	57.16
Frank S Lee	438.22
Michael D Lee	
Richard W Lee	67.42
Fernando G Leiva Jr	438.22 306.31
Robert K Leung	
James Lewis	438.22
John F Lewis	438.22
Raymond L Lock	438.22
Timothy G Louie	438.22
Roger Lu	20.52
Paul M Lucia	438.22
Kenneth S Lui	68.88
Mario Machi	233,03
Steven D Maes	318.04
Zoila R Maguina	438.22
Dennis M Martinez	438.22
Robert E Mattox	438.22 96.73
Timothy J Mayer	382.53
Alan R McCann	102.59
James P McCoy	253.55
Rose M Melendez	105.52
FJMendez	240.36
Dwayne A Miller	115.78
Bruce A Mitchell	21.98
Vickie R Mojica	41.04
Timothy R Moore	438.22
Jeremiah W Morgan	177.34
Keita E Moriwaki	438.22
Richard L Moses	0
Steven T Moss	438.22
Anthony D Nelson	38.11
Gerald B Newbeck	438.22
Stewart Ng	438.22
Joseph A Noto	438.22
Kevin M Omalley	438.22
Luis E Ortiz	438.22
Jordan Oryall Sr	438.22
Samuel R Osborne	98.2
Daniel D Oshea	438.22
Edward P Otoole	291.66

JAMES WILSON v. CITY AND COUNTY OF SAN FRANCISCO United States District Court Case No. C07-01016 PJH

EXHIBIT B Settlement Amounts

Name	Settlement Amount
James T Pandolfi	438.22
Karen E Pandolfi	213.98
David P Parry	438.22
Carl A Payne	438.22
Roger D Peters	438.22
Jesus Pinon	438.22
Larry A Piol	
Michele A Primiano	106.99 438.22
John S Propst	
William E Pyne	215.45
Gerald A Ramirez	30.78
Lawrence H Ratti	285.8
	364.94
Steven C Ratto	438.22
Michael A Rebollini	438.22
Nelson J Reyes	438.22
Holly W Rios	438.22
Shawn C Rybak	111.39
Chris D Schaefer	438.22
Catherine Schiefer	438.22
Steven R Shanahan	215.45
Timothy J Shanahan	93.8
Richard G Sheehan	60.09
H V Shishmanian	438.22
Donald L Shockley	291.66
Peter J Siragusa	95.27
Angelo J Spagnoli	438.22
Glenn R Sylvester	438.22
Dean H Taylor	438.22
Peter A Thoshinsky	438.22
Nadim P Totah	216.91
Robert J Totah	438.22
Matthew J Valmonte	438.22
Richard Vanwinkle	67.42
Johnny Velasquez	0 .
John J Webb	438.22
Patricia A White	438.22
Candice E Williams	438.22
Damon V Williams Jr	438.22
Earl E Wismer	115.78
Kurtis A Wong	438.22
Marshall E Wong	0
Barry L Wood	438.22
Robert J Wood	63.02
David Wright	221.31
Jack Z Wronski	438.22
Wayman C Yip	95.27
James R Young	68.88
James P Zerga	274.07
Total	\$47,072.75